UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

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MARK JOSEPH KOSEK and CAROL LYN KOSEK

* Debtor(s)

Case Number: 5-19-01588

Chapter:

CERTIFICATE OF MAILING

The undersigned employee in the office of:

Tullio DeLuca, Esquire

hereby certifies that a copy of the attached Notice and Debtors 2nd Amended Chapter 13 Plan was mailed today to all parties named on the mailing list attached hereto by regular first class mail.

DATED: April 1, 2020

TITLE: /s/Legal Assistant

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

CHAPTER 13

MARK KOSEK and CAROL KOSEK

.

Debtor(s)

CASE NO. 5-19-01588

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

NOTICE OF OPPORTUNITY TO OBJECT AND HEARING: Pursuant to Local Rule 2002-1(a), the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files an objection/response on or before **April 22, 2020.** If you object to the relief requested, you must file your objection/response with the Clerk of Court and serve a copy on the movant and movant's attorney, if one is designated.

If you file an serve an objection/response within the time permitted, the Court may schedule a hearing and you will be notified. If you do not file an objection within the time permitted, the Court will deem the motion unopposed and proceed to consider the motion without further notice or hearing, and may grant the relief requested.

Address of the Bankruptcy Clerk's Office:

U.S. Bankruptcy Court 274 Max Rosenn U.S. Courthouse 197 South Main Street Wilkes-Barre, PA 18701 570-831-2500

Hours Open: Monday - Friday 9:00 AM to 4:00 PM

DATE: April 1, 2020

Tullio DeLuca, Esquire PA ID# 59887 Attorney for Debtors/Movants 381 N. 9th Avenue Scranton, PA 18504

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

CHAPTER 13

IN RE: MARK JOS a/k/a Mark . a/k/a Mark .		 		
CAROL LY a/k/a Carol a/k/a Carol a/k/a Carol	Lynn Kosek L. Kosek	 CASE I	NO. 5-19-01588	
	CHAD	X 2nd AN 3 RD , etc) Numbe	NAL PLAN MENDED PLAN (In r of Motions to Ave r of Motions to Val	oid Liens
following it		NOTICES state whether of ot Included" or	f not the plan including from the plan including from the plan include if both boxes are continued in the plan include in the	hecked or if
§9, wh	an contains nonstandard provision ich are not included in the standaved by the U.S. Bankruptcy Court District of Pennsylvania.	rd plan as	* Included	□ Not Included
claim,	an contains a limit on the amount set out in §2.E, which may result ent or no payment at all to the seco	in a partial	* Included	Not Included

The plan avoids a judicial lien or nonpossessory,

nonpurchase-money security interest, set out in §2.G

Included

Not

Included

YOUR RIGHTS WILL BE AFFECTED

READ THIS PLAN CAREFULLY. If you oppose any provision of this plan, you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the Plan.

1. PLAN FUNDING AND LENGTH OF PLAN.

A. Plan Payments From Future Income

1. To date, the Debtor paid \$3,468.00 (enter \$0 if no payments have been made to the Trustee to date). Debtor shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor shall make conduit payments through the Trustee as set forth below. The total base plan is \$116,756.00 plus other payments and property stated in \$1B below:

Start mm/yyyy	End mm/yyyy	Plan Payment	Estimated Conduit Payment	Total Monthly Payment	Total Payment Over Plan Tier
05/2019	03/2020	\$0.00	\$0.00	\$0.00	\$3,468.00
04/2020	04/2024	\$2,312.00	\$0.00	\$2,312.00	\$113,288.00
				Total Payments:	\$116,756.00

- 2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify to Debtor and any attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition mortgage payments that come due before the initiation of conduit mortgage payments.
- 3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the plan.
 - 4. CHECK ONE: (X) Debtor is at or under median income. If this line is checked, the rest of \$1.A.4 need not be completed or reproduced.
 - () Debtor is over median income. Debtor calculates that a minimum of \$0.00 must be paid to allowed unsecured creditors in order to comply with the Means Test.

B. Additional Plan Funding From Liquidation of Assets/Other

Name	of Creditor	Last Four Digits of Account Number	Estimated Monthly Payment
	by the Debtor to t	on and conduit payments in the form the Trustee. If the Trustee will disclaim has been filed as soon as pree Debtor.	sburse these payments for
<u>X</u>	None. If "None" reproduced.	is checked, the rest of §2.A need	not be completed or
A.	Pre-Confirmatio	n Distributions. Check one.	
SECU	RED CLAIMS.		
3.	- 1770 ATA	rom any source(s) (describe speci	
2.	proceeds in the es known and design	es not sell by the date specified, the	from the sale of property shall be completed by
-	Certain assets wil	l be liquidated as follows:	
<u>X</u>	No assets will be completed or repr	liquidated. <i>If this line is checked,</i> oduced.	, the rest of §1.B need not be
Check	one of the followin	ig two lines.	
1.	value is calculated	ates that the liquidation value of the date of the date of all non-exempt a cumbrances and before the deduction.	issets after the deduction of

- 2. If a mortgagee files a notice pursuant to Fed. R. Bankr.P.3002.1(b), the change in the conduit payment to the Trustee will not require modification of this Plan.
- B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor. Check One.
- None. If "None" is checked, the rest of §2.B need not be completed or reproduced.
- Y Payments will be made by the Debtor directly to the creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by the contracting parties. All liens survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Last Four Digits of Account Number
PNC Bank, N.A.	18 Casey Ave., Old Forge, PA 18518	5802

- C. Arrears (Including, but not limited to, claims secured by Debtor's principal residence). Check one.
- None. If "None" is checked, the rest of §2.C need not be completed or reproduced.
- X The Trustee shall distribute to each creditor set forth below the amount of arrearages in the allowed proof of claim. If post-petition arrears are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the creditor as to that collateral shall cease, and the claim will no longer be provided for under §1322(b)(5) of the Bankruptcy Code.

Name of Creditor	Description of Collateral	Estimated Pre- Petition Arrears to be Cured	Estimated Post- Petition Arrears to be Cured	Estimated Total to be paid in plan
PNC Bank, N.A.	18 Casey Ave., Old Forge, PA 18518	\$67,911.16	\$4,895.68	\$72,806.84

D. Other secured claims (conduit payments and claims for which a §506 valuation is not applicable, etc.)

None. If "None" is checked, the rest of §2.D need not be completed or
reproduced.

- The claims below are secured claims for which a § 506 valuation is not applicable, and can include: (1) claims that were either (a) incurred within 910 dates of the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor, or (b) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value; (2) conduit payments; or (3) secured claims not provided elsewhere.
- 1. The allowed secured claims listed below shall be paid in full and their liens retained until completion of payments under the plan.
- 2. In addition to payment of the allowed secured claim, present value interest pursuant to 11 U.S.C. §1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below, unless an objection is raised. If an objection is raised, then the court will determine the present value interest rate and amount at the confirmation hearing.
- 3. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be Paid in Plan
Lackawanna County Tax Claim Bur.	18 Casey Ave., Old Forge, PA 18518	\$20,800.77	None	\$20,800.77
PA Dept of Revenue	Personal Property on Schedule B	\$1,676.79	6% \$268.00	\$1,944.79

E.	Secured claims for which	§506 valuation is applicable.	Check one.
		_0	

 None. If "None" is checked, the rest of §2.E need not be completed or
reproduced.

X Claims listed in the subsection are debts secured by property not described in §2.D of this plan. These claims will be paid in the plan according to modified terms, and liens retained until entry of discharge. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "\$0.00" or "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. The liens will be avoided or limited through the plan or Debtor will file an adversary action (select method in last column). To the extent not already determined, the amount, extend or validity of the allowed secured claim for each claim listed below will be determined y he court at the confirmation hearing. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Value of Collateral (Modified Principal)	Interest Rate	Total Payment	Plan or Adversary Action
Jefferson Capital Systems, LLC	2007 Nissan Altima	\$5,375.00	5% \$711.00	\$6,086.00	Plan
PNC Bank, N.A.	18 Casey Ave., Old Forge, PA 18518	Zero	None	Zero	Adversary
Claims Recovery Systems	18 Casey Ave., Old Forge, PA 18518	Zero	None	Zero	Adversary
LVNV Funding	18 Casey Ave., Old Forge, PA 18518	Zero	None	Zero	Adversary

F. Surrender of Collateral. Check one.

X	None. If "None" is checked, the rest of §2.F need not be completed or reproduced.
	The Debtor elects to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor requests that upon confirmation of this plan the stay under 11 U.S.C. §362(a) be terminated as to the collateral only and that the stay under §1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of
	respects. Any anowed unsecured claim resulting from the disposition of

Desc

the collateral will be treated in Part 4 below.

	Name of Credito	r	Descrip	otion of Collateral to be Surrendered
G. liens. Check		Do not use for	mortgages or fo	r statutory liens, such as tax
<u>X</u>	None. If "None" reproduced.	is checked, the	rest of §2.G need	I not be completed or
		iens of the follo	wing creditors pu	and/or nonpossessory, non- ursuant to \$522(f) (this §should as mortgages).
The name of lien.	f the holder of			
	n of the lien. For en, include court number.			
A descriptio property.	n of the liened			
The value of property	f the liened			
The sum of	senior liens			
The value of claimed.	f any exemption			

3. PRIORITY CLAIMS.

The amount of lien voided.

The amount of the lien.

A. Administrative Claims

1. <u>Trustee's Fees.</u> Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee.

		Attom	orr's Food	Cama-1-4	
	2.	Attorn	ey s rees.	Complet	e only one of the following options:
		a.	the amou	nt of \$4,0 of the pres	etainer of \$1,000.00 already paid by the Debtor, 000.00 in the plan. This represents the unpaid umptively reasonable fee specified in L.B.R.
		b.	Debtor ar	ce with the attairs a sepa	r, with the hourly rate to be adjusted in e terms of the written fee agreement between the corney. Payment of such lodestar compensation arate fee application with the compensation purt pursuant to L.B.R. 2016-2(b).
	3.				we claims not included in §§ 3.A.1 or 3.A.2 following two lines.
		<u>X</u>	None. If 'completed		checked, the rest of § 3.A.3 need not be duced.
	100		The follo	wing adm	inistrative claims will be paid in full.
	Name	of Cred	ditor		Estimated Total Payment
	Name	of Cred	ditor		Estimated Total Payment
	Name	of Cred	litor		Estimated Total Payment
В.	Priori	ty Clair	ns (includ ose treate	d in § 3.0	not limited to, Domestic Support Obligations C below). Check one of the following two lines.
В.	Priori	ty Clair	ns (includ ose treate If "None"	d in § 3.0	not limited to, Domestic Support Obligations
	Priori other	None.	ns (includ ose treated If "None" uced.	is checked	not limited to, Domestic Support Obligations C below). Check one of the following two lines.
	Priori other X ority un	None.	ns (includose treated If "None" uced. ed unsecured will	is checked	not limited to, Domestic Support Obligations E below). Check one of the following two lines. ed, the rest of § 3.B need not be completed or t, including domestic support obligations,
	Priori other X ority un	None. reprod	ns (includose treated If "None" uced. ed unsecured will	is checked	not limited to, Domestic Support Obligations E below). Check one of the following two lines. ed, the rest of § 3.B need not be completed or i, including domestic support obligations, in full unless modified under §9.

C. <u>Domestic Support Obligations assigned to or owed to a governmental unit under 11 U.S.C. §506 (a)(1)(B).</u> Check one of the following two lines.

	_X	X None. If "None" is checked, the rest of § 3.C need not be completed or reproduced.				
		obligation that have will be paid less	as been assigned to than the full amour	elow are based on a or is owed to a gove at of the claim. This for a term of 60 mor	ernmental unit and plan provision	
	Nan	ne of Creditor		Estimated Total F	Payment	
		To the extent that unsecured claims other, unclassified	es. 'is checked, the result funds are availables, such as co-signed ed, unsecured claimelow. If no rate is st	t of § 4.A need not le, the allowed amount unsecured debts, where the contract of the contract	oe completed or ant of the following ill be paid before be paid interest at	
	Name of Creditor	Reason for Special Classification	Estimated Amount of Claim	Interest Rate	Estimated Total Payment	
	func	naining allowed un	payment of other	classes.		
5.	following t	ORY CONTRACTS wo lines.	S AND UNEXPIR	ED LEASES. Che	ck one of the	
	X Non	e. If "None" is ched	cked, the rest of § 5	need not be comple	eted or reproduced.	
	The following contracts and leases are assumed (and arrears in the allowed claim to be cured in the plan) or rejected:					

Name of Other Party	Description of Contract or Lease	Monthly Payment	Interest Rate	Estimated Arrears	Total Plan Payment	Assume or Reject
Total						

6. VESTING OF PROPERTY OF THE ESTATE.

Property of the estate will vest in the Debtor upon

Спеск	the applicable line:
X	plan confirmation. entry of discharge. closing of case.

7. DISCHARGE: (Check one)

- (X) The debtor will seek a discharge pursuant to § 1328(a).
- () The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).

8. ORDER OF DISTRIBUTION:

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat the claim as allowed, subject to an objection by the Debtor.

Payments from the plan will be made by the Trustee in the following order:

Level 1:	Adequate Protection Payments
Level 2:	Debtor's Attorney Fees
Level 3:	Domestic Support Obligations
Level 4:	Secured Claims, Pro Rata
Level 5:	Priority Claims, pro rata
Level 6:	Specially classified unsecured claims
Level 7:	Timely filed general unsecured claims
Level 8:	Untimely filed general unsecured claims to which Debtor has not objected

If the above Levels are filled in, the rest of § 8 need not be completed or reproduced. If the above Levels are not filled-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a guide:

Desc

Level 1: Adequate protection payments.

Level 2: Debtor's attorney's fees.

Level 3:	Domestic Support Obligations.
Level 4:	Priority claims, pro rata.
Level 5:	Secured claims, pro rata.
Level 6:	Specially classified unsecured claims.
Level 7:	Timely filed general unsecured claims.
Level 8:	Untimely filed general unsecured claims to which the Debtor has not objected.

9. NONSTANDARD PLAN PROVISIONS

Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)

The following is a summary of the creditors and amounts to be paid by the Trustee pursuant to this Plan:

Chapter 13 Trustee	\$ 9,161.40(est.)
Tullio DeLuca, Esq.,	\$ 4,000.00
PNC Bank, N.A.	\$ 72,806.84 (arrears)
Jefferson Capital Systems	\$ 6,086.00 (allowed secured claim)
Lackawanna County TCB	\$ 20,800.77 (allowed secured claim)
PA Dept. of Revenue	\$ 1,944.79 (allowed secured claim)
Unsecured Creditors - prorata basis	\$ 1,956.20
Total:	\$ 116,756.00

The Chapter 13 Trustee payment shall be made to the following address:

CHARLES J. DEHART, III, ESQ. P.O. BOX 7005 LANCASTER, PA 17604

Dated: April 1, 2020 /s/Tullio DeLuca
Attorney for Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in §9.

Rosebud Lending, LZO PO Box 1147 27656 Research Park Dr. Mission, SD 57555-1147

SW Credit Systems, LP 4120 International Pkwy., Ste 1100 Carrollton, TX 75007-1958

Scranton Cardiovascular Physician Service 746 Jefferson Ave. Scranton, PA 18510-1624

Sprint PO Box 7993 Overland Park, KS 66207-0993 Synchrony Bank c/o PRA Receivables Management, LLC PO Box 41021 Norfolk, VA 23541-1021

Synchrony Bank/Old Navy Attn: Bankruptcy Dept. PO Box 965060 Orlando, FL 32896-5060

Synchrony Bank/Sam's Club Attn: Bankruptcy Dept. PO Box 965060 Orlando, FL 32896-5060

Tek Collect PO Box 1269 Columbus, OH 43216-1269 Trident Asset Management 53 Perimeter Center East, Ste 440 Atlanta, GA 30346-2230

(p) UGI UTILITIES INC ATTN CREDIT & COLLECTIONS PO BOX 13009 READING, PA 19612-3009

United States Trustee 228 Walnut St., Ste 1190 Harrisburg, PA 17101-1722 Verizon by American InfoSource as agent PO Box 4457 Houston, TX 77210-4457

Keystone Prosthetics & Orth 334 Main St. Dickson City, PA 18519-1770 LVNV Funding LLC PO Box 10497 Greenville, SC 29603-0497 LVNV Funding, LLC Resurgent Capital Services PO Box 10587 Greenville, SC 290603-0587

Lackawanna County Tax Claim Bureau 123 Wyoming Ave, Ste 267 Scranton, PA 18503-2029

Lackawanna County Tax Claim Bureau 135 Jefferson Ave. Scranton, PA 18503-1716 Medical Data Systems 2001 9th Ave., Ste. 312 Vero Beach, FL 32960-6413

Midland Funding, LLC 2365 Northside Dr., Ste 300 San Diego, CA 92108-2709 Mohegan Sun Attn: Legal Dept. 1280 Hwy. 315 Wilkes-Barre, PA 18702-7002 Moses Taylor Hospital 700 Quincy Ave. Attn: Justin Davis CEO Scranton, PA 18510-1798

Moses Taylor Hospital c/o PASI PO Box 188 Brentwood, TN 37024-0188

NCC 245 Main St. Dickson City, PA 18519-1641 NEI ASC, INC. 200 MIFFLIN AVE. SCRANTON, PA 18503-1982

Nationwide Insurance Company of America PO Box 13958 Philadelphia, PA 19101-3958 PA Dept. of Revenue Bankruptcy Division Dept. 280946 Harrisburg, PA 17128-0496

PNC Bank N.A PO Box 94982 Cleveland, OH 44101-4982

PNC Bank National Association PO Box 94982 Cleveland, OH 44101-4982 PPL Electric Utilities 827 Hausman Rd. Allentown, PA 18104-9392 PRA Receivables Management, LLC PO BOX 41021 Norfolk, VA 23541-1021 Pennsylvania American Water PO Box 578 Alton, IL 62002-0578 PA Dept. of Revenue Bankruptcy Division PO Box 280946 Harrisburg, PA 17128-0946

PA Physician Services, LLC 5665 New Northside Dr. Atlanta, GA 30328-5831

PA Physician Services, LLC 700 Quincy Ave. Scranton, PA 18510-1724 (p) Portfolio Recovery Associates LLC PO Box 41067 Norfolk, VA 23541-1067

Professional Account Svcs. PO Box 188 Brentwood, TN 37024-0188

Professional Neurological Assoc. 235 Main St. Dickson City, PA 18519-1652

Receivables Performance Mgmt 20816 44th Ave. W Lynnwood, WA 98036 - 7744 Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587

Resurgent Capital Services PO Box 10675 Greenville, SC 29603-0675 Ability Recovery Svcs. LLC PO Box 4031 Wyoming, PA 18644-0031 American Web Loan 2128 M. 14th St. #130 Ponca City, OK 74601-1831

Andrew A. Brown, DMD 632 Davis St. Scranton, PA 18505-466 COMCAST PO Box 1931 Burlingame, CA 94011-1931 Capital One PO Box 30285 Salt Lake City, UT 84130-0285

Carlucci Golden, DeSantis Funeral Home 318 East Drinker St. Dunmore, PA 18512-2436

Cavalry Investments, LLC 500 Summit Lake Dr., Ste 400 Valhalla, NY 10595-2321 Cavalry SPI I LLC 500 Summit Lake Dr., Ste 400 Valhalla, NY 10595-2321

Claims Recovery Systems 6 E Main St. Carnegie, PA 15106-2497 Comcast-PA Attn: Bankruptcy 1555 Suzy St. Lebanon, PA 17046-8318

Commercial Acceptance Co. 2 W Main St. Shiremanstown, PA 17011-6326

Common Health PO Box 1022 Wixom, MI 48393-1022 Credit Acceptance 25505 West Twelve Mile Rd., Ste 3000 Southfield, MI 48034-8331 Credit Collection Services PO Box 607 Norwood, MA 02062-0607

Credit One PO Box 98873 Las Vegas, NV 89193-8873 David A Troynacki, DMD 1524 Sans Souci Parkway Wilkes-Barre, PA 18706-6028 David T. Owen, DDS 320 W. Drinker St. Dunmore, PA 18512-1918

Charles J DeHart, III (Trustee) 8125 Adams Dr., Ste A Hummelstown, PA 17036-8625 Dept. of Labor & Industry Office of Chief Counsel Tenth Floor Labor & Industry Bldg. 651 Boas St. Harrisburg, PA 17121-0725

(p) DIRECTV LLC Attn: Bankruptcies PO Box 6550 Greenwood Village, CO 80155-6550

Case 5:19-bk-01588-RNO Doc 48 Filed 04/02/20 Entered 04/02/20 09:20:01 Desc Main Document Page 15 of 16 Directy, LLC by American InfoSource LP as agent 4515 N Santa Fe Ave. Oklahoma City, OK 73118-7901

ERC PO Box 57547 Jacksonville, FL 32241-7547 First National Community Bank 102 E. Drinker St. Dunmore, PA 18512-2491

First Premier Bank PO Box 5524 Sioux Falls, SD 57117-5524 Inbox Loan PO Box 881 Santa Rosa, CA 95402-0881 (p) Jefferson Capital Systems LLC PO Box 7999 Saint Cliud, MN 56302-7999

John A. Fischer, OD PC 247 Main St. Duryea, PA 18642-1030